and was not a passenger for hire as were the parties in *R. R. Co.* v. *Lockwood*, 17 Wall. 357, 21 L. Ed. 627, and *Grand Trunk R. R. Co.* v. *Stevens*, 95 U. S. 655. See also *Voight* v. *R. R.*, 176 U. S. 498, 20 Sup. Ct., Rep. 385. The principal case is supported by the weight of authority, and since the parties were free to enter into the contract, upon principle, the stipulations violated no rule of public policy. See *Duff* v. *Great Northern R. Co.*, Ir. L. R. 4 C. L. 178; *Payne* v. *R. R. Co.*, 157 Ind. 616, 56 L. R. A. 472; same, though not signing the agreement, *Quimby* v. *Boston & Maine R. Co.*, 150 Mass. 365, 5 L. R. A. 846, 23 N. E. Rep. 205. *Contra*, *Mobile & O. R. Co.* v. *Hopkins*, 41 Ala. 486, 94 Am. Dec. 607; *Gulf R. Co.* v. *McGown*, 65 Tex. 640. See also ELLIOT ON RAILROADS, Vol. 4, Secs. 1497-1498. This case, however, does not hold that a gratuitous passenger cannot recover in the absence of stipulations on the part of the company, nor that in cases of wilful or wanton negligence recovery would be denied. As to the questions of stipulations against liability in the case of passengers for hire, the liability of a railroad company is unchanged by this decision.

CARRIERS—SIGNED TICKET NOT THE CONTRACT.—Defendant operated a special train known as the Owl, with a limited number of sleepers, and with no accommodation for passengers except those having berths. The plaintiff applied for a ticket on this train, and was informed that such ticket would not be good unless he had a berth. He then purchased the ticket which recited that it was good only on the Owl train, but said nothing about berth requirements. He then tried to purchase a berth, but was told that they were all sold. He then boarded the train, although again told that he could not ride without a berth ticket. He was ejected, and brings this action for damages. *Held*, that he cannot recover. *Ames* v. *Southern Pacific Co.* (1904), — Cal. —, 75 Pac. Rep. 310.

The majority of the court hold in accordance with the great weight of authority that a ticket is not a contract, but a mere token, and hence the real contract may be shown. *Elmore* v. *Sands*, 54 N. Y. 512; *Rawson* v. *Railroad Co.*, 48 N. Y. 212. The dissenting opinion, however, holds that where a ticket is signed by both parties it becomes a contract binding on the parties so far as it expresses the terms thereof, and hence that parol evidence is inadmissible to prove that an unconditional written obligation is not to be performed except upon a continuency not stated in the writing.

CONSTITUTIONAL LAW—CLASS LEGISLATION—USE OF FLAG FOR ADVERTISING PURPOSES.—Defendant was imprisoned for having in his possession for sale cigars, in boxes, upon which was printed a representation of the American flag. Penal code, § 640, prohibits the use of the American flag for advertising purposes to merchants and manufacturers, but permits publishers, jewelers and stationers to use the symbol in their business. *Held*, unconstitutional as class legislation. *People* v. *Van De Car* (1904), — N. Y. —, 86 N. Y. Supp. 644.

The decision seems clearly right. Such legislation can be enforced only as an exercise of the police power and it is difficult to see how a representation of the national flag upon the cover of a cigar box would be any more likely to endanger the public health, safety or morals, than when printed upon the cover of a book. Such a symbol could no more make a bad book good than it could make a box of good cigars bad. During the Spanish war considerable popular feeling was aroused by the indiscriminate use of the flag for commercial purposes, and since then a number of states have enacted laws restraining such use. In 1899, Illinois passed an act making it unlawful to